

### AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Archetype Consulting, Inc. (hereafter called the "Contractor") that the contract on the subject of personal services for Business Intelligence and Reporting related to the State's on-line health insurance exchange, effective January 3, 2015, is hereby amended effective March 26, 2017 as follows:

1. **By deleting Section 3 (Maximum Amount) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 3:**

**3. Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a fixed sum of **\$12,313,634.23**. The total maximum amount of funds available for the period of January 1, 2017 through June 30, 2017 shall not exceed \$3,521,254, an increase of \$255,360 from Amendment 5, but an overall maximum contract amount reduction of \$12,760.07 due to unspent funds in previous periods of performance (see the Crosswalk of Total Contract Budget on page 8 of this Amendment 6 for details).

2. **By deleting Section 4 (Contract Term) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 4:**

**4. Contract Term.** The period of Contractor's performance shall begin on January 3, 2015 ("Effective Date"), and end on June 30, 2017. The retroactive start date of this Amendment 6 is March 26, 2017. Work performed between March 26, 2017 (retroactive date) and the execution of this Amendment 6 that are in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices or bills or otherwise seeking compensation for services performed prior to the finalization of this Amendment 6 or signing of this Amendment 6, Contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

3. **By adding to Attachment A, Section I, as previously amended, the following scope for the period of March 26, 2017 through June 30, 2017:**

#### **I.9 DETAILED DESCRIPTION OF PRODUCTS AND SERVICES FOR March 26, 2017 THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)**

The following list describes the M&O Activities to be performed by the Contractor between March 26, 2017 and June 30, 2017:

##### **A)TRANS.03: Operational Reporting Transition and PDQ Transition**

- i. The Contractor shall transition daily activities into a self-service format for VHC personnel to maintain and develop once the Contractor is no longer performing these services.
- ii. The Contractor shall train and transfer knowledge as requested by the State to enable the State to take over reporting-related activities.
- iii. The Contractor shall deliver training curriculum documentation and facilitate transition meetings focused on Operational Reporting and PDQ.

**I.10 DETAILED DESCRIPTION OF PRODUCTS AND SERVICES FOR March 26, 2017, THROUGH JUNE 30, 2017 – Design, Develop, and Implement (DDI)**

The following list describes the DDI Activities to be performed by the Contractor between March 26, 2017, and June 30, 2017.

**A)RECON.01: QHP Reconciliation and Medicaid Reconciliation Reporting Enhancements**

- i. The Contractor shall undertake a two week effort to plan and prepare for analysis, design, development, testing, and implementation of enhancements to QHP Reconciliation Reporting. This planning work includes review of the QHP reconciliation flow, historic reconciliation reports and underlying code. Output includes an internal process document.
4. By renumbering within Amendment 5, Section II.5 “Work Products and Deliverables for January 1, 2017 through June 30, 2017 – Maintenance and Operation (M&O)” from Section II.5 to Section II.6.
  5. By renumbering within Amendment 5, Section II.6 “Work Products and Deliverables for January 1, 2017 through June 30, 2017 – Design, Development, and Implementation (DDI)” from Section II.6 to Section II.7.
  6. By adding to Attachment A, Section II, as previously amended, the following scope for the period of March 26, 2017 through June 30, 2017:

**II.8 WORK PRODUCTS AND DELIVERABLES FOR MARCH 26, 2017 THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)**

The following tables identify the M&O Deliverables to be provided by the Contractor between March 26, 2017 and June 30, 2017 throughout the course of performing the Activities described in Section I.9 of this Attachment A.

<b>Work Stream: Operational Reporting and PDQ Transition</b>				
<b>Activity</b>	<b>Deliverable ID</b>	<b>Deliverable Title</b>	<b>Deliverable Description</b>	<b>Delivery Period</b>
Operational Reporting Transition and PDQ Transition	OPT-TRANS.03.1	Training Curriculum	Facilitation of on-the-job training/shadowing sessions. Delivery of of training curriculum documentation to the State.	April – June 2017

<b>Work Stream: Operational Reporting and PDQ Transition</b>				
<b>Activity</b>	<b>Deliverable ID</b>	<b>Deliverable Title</b>	<b>Deliverable Description</b>	<b>Delivery Period</b>
Operational Reporting Transition and PDQ Transition	OPT-TRANS.03.2	Readiness Assessments	Participate in readiness assessments with State staff at the completion of each training module using mutually agreed upon exit criteria.	April – June 2017
Operational Reporting Transition and PDQ Transition	OPT-TRANS.03.3	Transition Calendar Updates	Update transition calendar to a minimal extent with the State’s project manager as necessary to enable day-to-day flexibility when necessary or practical, such as when needed to reschedule staff or alter meeting times	April – June 2017
Operational Reporting Transition and PDQ Transition	OPT-TRANS.03.4	Status Report Updates	Provide twice monthly updates on transition progress and modules completed.	April- June 2017

**II.9 WORK PRODUCTS AND DELIVERABLES MARCH 26, 2017 THROUGH JUNE 30, 2017– Design, Develop, and Implement (DDI)**

The following tables identify the DDI Deliverables to be provided by the Contractor between March 26, 2017 and June 30, 2017 throughout the course of performing the Activities described in Section I.10 of this Attachment A.

<b>Work Stream: QHP Reconciliation Report</b>				
<b>Activity</b>	<b>Deliverable ID</b>	<b>Deliverable Title</b>	<b>Deliverable Description</b>	<b>Delivery Period</b>
Planning and Preparation for QHP and Medicaid Reconciliation Reporting Enhancements	RECON.01.1	QHP Reconciliation Enhancements	Development of an internal document that describes the process by which code updates, reporting enhancements and design & development will be completed.	March 26 – June 2017

- By adding to Attachment Section X (renamed to “Constituent Obligations”), as previously added within Amendment 5, the following:

**X.3 CONSTITUENT OBLIGATIONS FOR ACTIVITIES FOR MARCH 26, 2017 THROUGH JUNE 30, 2017 – Maintenance and Operations (M&O)**

The following list describes the Constituent Obligations for M&O Activities to be performed by the Contractor between March 26, 2017 and June 30, 2017 as outlined in Section 1.9 of this Agreement.

**General Constituent Obligations**

1. The maintenance of the OLAP server and tools is not considered in-scope for this contract. Maintenance of the "Archetype Remote Desktop" server and tools is not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server is not considered in-scope.
2. SHOP is not included in the scope. Any SHOP-related support or requests must be accomplished by a contract amendment.
3. The State is responsible for maintaining, via its Hosting/M&O vendor, all environment/infrastructure management and configuration.
4. The State shall provide the environment and tools necessary for leveraging the Benaissance "ALL DATA" file in ad-hoc and operational reporting. This shall include access to a Microsoft SQL Server (Express or Full) environment and the ability to ETL the data into the Oracle Data Warehouse in the VHC Environment.
5. The State has a very important role in the project to define requirements, make policy decisions, and direct the development of the Contractor's team. The Contractor's success is based on the State's support and decisions. Important decisions around policy or requirements shall be made within 3 business days of the request for decision being presented by the Contractor.
6. The State will ensure infrastructure and environment assistance and access is provided for the Contractor's activities.
7. The State will provide the Contractor with the right to use the following State Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State-approved software in the VDI environment necessary for the Contractor personnel to provide the services.
8. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).
9. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.
10. The Contractor recognizes that the services performed under this Agreement are vital to the State and must be continued without interruptions and that, upon agreement expiration, a successor may continue them. The Contractor shall exercise reasonable efforts and cooperation to assist with an orderly and efficient transition to a successor. The scope of services and budget defined in this agreement do not include activities or funding for transition planning and execution. If the State requests specific transition services, Contractor will negotiate in good faith with the State to define detailed transition scope and budget, and to amend the existing agreement to enable of the fulfillment of that scope.

**Constituent Obligations by Activity**

**A)OP-TRANS.03: Operational Reporting and PDQ Transition**

- i. Transition Activities are fixed price
- ii. The State will designate a State Transition Lead to support transition activities until completion.
- iii. The Contractor will provide the implementation-specific training and functional understanding. The Contractor shall not be responsible for on-the-job training of State staff on the Oracle tools, Oracle SQL, or Oracle work-flow processes.
- iv. All State new hires working under this scope will attend Oracle training for the relevant tool or skill needed for the position: Oracle Business Intelligence, Oracle SQL, and Oracle Data Integrator. These trainings are needed to streamline the Contractor-to-State transition.
  - **OBIEE:** Oracle BI 11g R1: Create Analyses and Dashboards
  - **ODI:** Oracle Data Integrator 11g: Integration and Administration
  - **Oracle SQL:** Oracle Database 12c: Introduction to SQL Ed 1.1.
- v. All State new hires working under this scope shall assume the responsibility for the Contractor's tasks according to this rate
  - Month 1 Since Employment Start Date: 33% effectiveness (Requires significant Contractor support for tasks)
  - Month 2 Since Employment Start Date: 67% effectiveness (Requires some Contractor oversight for tasks)
  - Month 3 Since Employment Start Date: 100% effectiveness (No longer need Contractor support for tasks)
- vi. The Contractor shall provide a fixed effort of 2 FTEs to be focused on transition delivery, supported by operational subject matter experts.

**X.4 CONSTITUENT OBLIGATIONS FOR ACTIVITIES FOR MARCH 26, 2017, THROUGH JUNE 30, 2017 – Design, Develop, and Implement (DDI)**

The following list describes the Constituent Obligations for DDI Activities to be performed by the Contractor between March 26, 2017, and June 30, 2017.

**General Constituent Obligations**

1. The maintenance of the OLAP server and tools are not considered in scope for this contract. Maintenance of the "Archetype Remote Desktop" server and tools are not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server are not considered in scope.
2. SHOP is not included in the scope. Any SHOP-related support or requests must be accomplished by a contract amendment
3. The State is responsible for maintaining, via its Hosting/M&O vendor, all environment/infrastucture management and configuration.
4. The State shall provide the environment and tools necessary for leveraging the Benaissance "ALL DATA" file in ad-hoc and operational reporting. This should include access to a Microsoft SQL Server (Express or Full) environment and the ability to ETL the data into the Oracle Data Warehouse in the VHC Environment.
5. The State has a very important role in the project to define requirements, make policy decisions, and direct the development of the Contractor's team. The Contractor's success is based on the State's support and decisions. Important decisions around

policy or requirements shall be made within 3 business days of the request for decision being presented by the Contractor.

6. The State will ensure infrastructure and environment assistance and access is provided for the Contractor's activities.
7. The State will provide the Contractor with the right to use the following State Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State approved software in the VDI environment necessary for the Contractor personnel to provide the services.
8. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).
9. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.
10. The Contractor recognizes that the services performed under this agreement are vital to the State and must be continued without interruptions and that, upon agreement expiration, a successor may continue them. The Contractor shall exercise reasonable efforts and cooperation to assist with an orderly and efficient transition to a successor. The scope of services and budget defined in this agreement do not include activities or funding for transition planning and execution. If the State requests specific transition services, Contractor will negotiate in good faith with the State to define detailed transition scope and budget, and to amend the existing agreement to enable of the fulfillment of that scope.

**Constituent Obligations by Activity**

**A)RECON.01: Planning and Preparation for QHP Reconciliation and Medicaid Reconciliation Reporting Enhancements**

- i. Reconciliation Reporting Activities are fixed price
- ii. Planning and Preparation work will commence at least one month prior to June 30, 2017

**8. By deleting number 1 of Attachment B, as previously amended, and substituting in lieu thereof the following number 1:**

1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly. The State shall pay the Contractor at the blended hourly rates or at the fixed prices as indicated in Attachment B, number 6. For work paid at a blended hourly rate, the Contractor shall include the number of hours worked per individual during the specified billing by period, broken out by scope, and the total amount billed. The total contract maximum amount shall not to exceed **\$12,313,634.23**, which is payable after the State's acceptance and approval of deliverables and work products specified within Attachment A. The State's payment terms are Net 30 days. The final invoice for services performed under this contract shall be submitted to the State no later than July 31, 2017.

**9. By deleting number 6 of Attachment B, as previously amended and substituting in lieu thereof the**

following number 6:

6. The following chart depicts the budget for each of the projects specified within Attachment A. Upon the State’s acceptance of the deliverables and work products identified in Attachment A, the State shall pay the Contractor for the following projects:

<b>Budget for January 1, 2017 – June 30, 2017</b>				
<b>#</b>	<b>Scope of Work</b>	<b>Budget</b>	<b>Period of Performance</b>	<b>Amend #</b>
12	2017: Operational Report Delivery Activities (M&O) (M&O: OPS-RPT.01)	\$466,200.00	January 1, 2017 – June 30, 2017	5
13	2017: IRS 1095 Reporting Activities (M&O) (M&O: IRS.01-06)	\$854,700.00	January 1, 2017 – June 30, 2017	5
14	2017: IRS 1095 Reporting Activities (DDI) (DDI: IRS.07-08)	\$80,660.00	January 1, 2017 – June 30, 2017	5
15	2017: CMS Reporting Activities (M&O) (M&O: CMS.01)	\$209,790.00	January 1, 2017 – June 30, 2017	5
16	2017: CMS Reporting Activities (DDI) (DDI: CMS.02-04)	\$427,350.00	January 1, 2017 – June 30, 2017	5
17	2017: Reporting Sustainability Activities (M&O) (M&O: SUS.01-02)	\$124,320.00	January 1, 2017 – June 30, 2017	5
18	2017: Reporting Sustainability Activities (DDI) (DDI: SUS.03)	\$209,790.00	January 1, 2017 – June 30, 2017	5
19	2017: Preliminary Transition Activities (M&O) (M&O: TRANS.01-02)	\$108,780.00	January 1, 2017 – June 30, 2017	5
20	2017: Data Quality and Business Operations** (M&O) (M&O: DQ-OPS.01-02)	\$397,152.00	January 1, 2017 – June 30, 2017	5
21	2017: Data Quality and Business Operations** (DDI) (DDI: DQ-OPS.03)	\$397,152.00	January 1, 2017 – June 30, 2017	5
22	2017: Operational Reporting and PDQ Transition Delivery Activities (M&O) (M&O: OPS-TRANS.03)	\$239,310.00	April 1, 2017 – June 30, 2017	New Funds in A6
23	2017: Planning and Preparation for QHP and Medicaid Reconciliation Reporting Enhancements (DDI: RECON.01)	\$16,050.00	March 26, 2017 – June 30, 2017	New Funds in A6
<b>Amendment 5 Existing Contract Funds</b>			<b>\$3,275,894.00</b>	
<b>Amendment 6 New Funds Added</b>			<b>\$255,360.00</b>	
<b>Total Budget for January 1, 2017 through June 30, 2017</b>			<b>\$3,521,254.00</b>	

Crosswalk of Total Contract Budget – Base through Amendment 6

#	Scope	Total Budget as of Amendment 6	Base	Amendment 1	Amendment 2	Amendment 3	Amendment 5	Amendment 6
1	1095A (2016 Submission for 2015 Coverage)	\$97,818.75		\$99,900.00		(2,081.25)		
2	Medicaid Reconciliation	\$58,043.75		\$59,136.00		(1,092.25)		
3	1095B (2016 Submission for 2015 Coverage)	\$519,816.00		\$519,816.00		\$18,500.00		(18,500.00)
4	2016 Scope Work from Amendment 2 (Reporting 2016): <i>New Development and Reporting (Core Initiatives)</i>	\$1,982,996.50			\$2,800,000.00	(909,339.20)		\$92,335.70
5	2016 Scope Work from Amendment 2 (Reporting 2016): <i>Ad Hoc Report Request Fulfillment</i>	\$705,793.50				\$694,321.00		\$11,472.50
6	2016 Scope Work from Amendment 2 (Reporting 2016): 1095A Analysis and Triage Surge	\$139,952.50				\$124,320.00		\$15,632.50
7	OneGate Support Staffing**	\$2,464,913.25			\$1,595,510.00	\$1,120,816.00		(251,412.75)
8	Amazon Web Services***	\$15,483.23			\$23,380.00			(7,896.77)
9	CMS Enrollment Interface	\$292,207.50				\$329,300.00		(37,092.50)
10	1095B Manual XML Correction, Analysis, and Resubmission	\$30,016.25				\$102,675.00		(72,658.75)
11	2015 Scope of Work (Reporting 2015)*	\$2,475,339.00	\$2,571,307.00	\$152,000.00		(247,968.00)		
12	2017: Operational Report Delivery Activities (M&O)	\$466,200.00					\$466,200.00	
13	2017: IRS 1095 Reporting Activities (M&O)	\$854,700.00					\$854,700.00	

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14	2017: IRS 1095 Reporting Activities (DDI)	\$80,660.00								\$80,660.00	
15	2017: CMS Reporting Activities (M&O)	\$209,790.00								\$209,790.00	
16	2017: CMS Reporting Activities (DDI)	\$427,350.00								\$427,350.00	
17	2017: Reporting Sustainability Activities (M&O)	\$124,320.00								\$124,320.00	
18	2017: Reporting Sustainability Activities (DDI)	\$209,790.00								\$209,790.00	
19	2017: Preliminary Transition Activities (M&O)	\$108,780.00								\$108,780.00	
20	2017: Data Quality and Business Operations** (M&O)	\$397,152.00								\$397,152.00	
21	2017: Data Quality and Business Operations** (DDI)	\$397,152.00								\$397,152.00	
22	2017: Operational Reporting and PDQ Transition Delivery Activities (M&O)****	\$239,310.00								\$239,310.00	
23	2017: QHP and Medicaid Reconciliation Reporting Enhancements (DDI) ****	\$16,050.00								\$16,050.00	
		<b>\$12,313,634.23</b>	<b>\$2,571,307.00</b>	<b>\$830,852.00</b>	<b>\$4,418,890.00</b>	<b>\$1,229,451.30</b>	<b>\$3,275,894.00</b>			<b>\$(12,760.07)</b>	

\*Base agreement was submitted at a blended rate of \$165 from January 3, 2015 to October 10, 2015. During this time, travel expenses were paid out in addition to the rate per hour. As of October 11, 2015, Projects 1-6 and 9-21 in the chart above shall be billed at \$185 per hour, inclusive of time, material, and travel.  
 \*\*The Contractor shall bill the State for Project 7 (OneGate Support Staffing) at a rate of \$197/hour for staff costs, which is inclusive of all staff expenses, benefits, and time.  
 \*\*\*The Contractor shall bill the State for Project 8 (Amazon Web Services) at a rate up to \$3,980 per month not to exceed twelve months of service  
 \*\*\*\*The Contractor shall bill the State for Projects 22 and 23 at a combined fixed fee of \$85,120 per month for the months of April, May, and June 2017, not to exceed \$255,360 total

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This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28363) dated January 3, 2015 shall remain unchanged and in full force and effect.

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR  
ARCHETYPE CONSULTING, INC.**

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